

## **The complaint**

Mr S is unhappy with the way Admiral Insurance (Gibraltar) Limited handled his travel medical claim.

## **What happened**

Mr S had travel medical cover with Admiral. Admiral used third-party providers to handle the emergency assistance part of Mr S's claim. However, for simplicity, I'll refer to all submissions as being made by Admiral personally.

Mr S needed emergency assistance in August 2023 whilst on holiday abroad. I'm aware Mr S raised a separate complaint about the issues he experienced with his treatment and repatriation to the UK and so I won't be addressing any part of that complaint here. However, the complaint points I'm considering are borne from the same claim.

Mr S complains that;

- Admiral delayed appointing its Sensitive Team to support him with the issues surrounding the non-payment of his medical costs. And that when it did, it removed the Sensitive Team too early, as the medical costs were still unpaid;
- He was being chased for payment by the treating hospital directly, which caused him unnecessary distress and upset;
- The policy was mis-sold because Admiral doesn't mention the third-party emergency assistance handler's business name in his policy terms and;
- Admiral failed to update him regularly on the progress of settling his claim.

Admiral said it withdrew the Sensitive Team's support because there was nothing more it could reasonably do to support Mr S at that time. It said the issues were caused by the treating hospital not issuing invoices in good time. Admiral said it told Mr S on several occasions that it would cover the medical costs, but it needed to wait for the invoices before it could take any action.

Our investigator upheld Mr S's complaint and said Admiral should pay £100 compensation for the distress and inconvenience it caused by not providing regular updates. He highlighted Mr S was unaware the costs had been settled in May 2024 and that it was only through our investigation, Mr S was made aware of that. Our investigator said Admiral made clear the reasons it removed the support from its specialised team, and he thought that was fair. He explained it wouldn't be reasonable to hold Admiral responsible for the actions of the treating hospital, including its letters to Mr S chasing for payment.

Mr S disagreed with our investigator's findings. In summary, he said;

- The compensation recommended doesn't fairly reflect the seriousness of the issues he's experienced with Admiral, or the impact this has had on him;
- Admiral's lack of support and refusal to open a new complaint about this has caused him unnecessary stress and anxiety;
- The treating hospital said Admiral hadn't been in touch to settle the medical costs;

- Admiral's agent was incompetent and took too long to settle the claim.

And so, it's now for me to make a final decision on whether I think the compensation recommended by our investigator should be increased.

### **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I've decided to uphold this complaint for the same reasons already explained by our investigator, but I won't be increasing the compensation recommended. I'll explain why.

I'm persuaded the recommended compensation is fair in the circumstances of this complaint because Admiral made clear to Mr S that it would cover the medical costs associated with his treatment from the outset. I note Admiral sent the treating hospital its guarantee of payment in August 2023. This is in line with good industry practice and is what I'd expect to see in cases like Mr S's. I also note Admiral told Mr S that it would cover the associated cost of his treatment several times throughout the life of his claim. Just before Mr S raised this complaint, he was told in January 2024 by Admiral, that it'd authorised the treatment costs and was simply waiting for the treating hospital to issue the invoices so it could take the necessary steps in getting them paid.

Admiral explained to Mr S that although this has been outstanding for some time, as treatment took place in August 2023, the treating hospital hadn't issued the invoices and so without them, it was unable to pay the costs. However, I'm satisfied Admiral did what it could to reassure Mr S that he wouldn't be responsible for the payment.

Unfortunately, the treating hospital decided to contact Mr S directly, rather than the insurer. And so, I agree this would have been worrying for Mr S. But the issue here, is that I cannot consider the treating hospital's actions, and I don't think it'd be fair to hold Admiral responsible for that. I say that because I'm persuaded Admiral took reasonable steps to engage with the hospital and instructed a local agent to follow this up and obtain the invoices. In any event, Mr S passed the correspondence on to Admiral so it could share it with its appointed agents. I don't think there's anything more Admiral could have reasonably done in those circumstances.

In November 2023, Admiral appointed its Sensitive Team to support Mr S with this issue. This was then removed in December. Mr S was unhappy with that decision as he wanted to continue to receive weekly updates regarding the settlement of his claim, and whether the invoices had been chased and received. Admiral explained that the support was no longer required because it'd already made a decision on his claim. And so, it explained the Sensitive Team won't offer on-going support in the way Mr S wanted in the circumstances. I should say I can see why Admiral removed that support, given it'd taken things as far as it could and provided Mr S the reassurance that it would pay the costs. I should also explain that it's Admiral's commercial right to decide how to operate within its commercial remit. That includes whether to allocate Mr S's case to its Sensitive Team and therefore not for Mr S to decide.

I agreed with our investigator's opinion on the lack of updates to Mr S, in particular, he was unaware his outstanding costs had been paid in May 2024, upon receipt of the invoices provided by the treating hospital. Mr S was told by our investigator in July 2024 about that and it's because of that two-month delay, the £100 compensation was recommended and I'm persuaded it's fair in the circumstances of this complaint.

Mr S has argued that Admiral should have made clear in its policy terms that it uses third-party agents to handle its claims abroad. I've thought about that and I'm satisfied the policy terms make that clear enough. I accept they don't go as far as to name the companies used, however, I don't think it needs to in the circumstances. It says it'll use an emergency assistance service.

I should say this isn't unusual as most travel insurers use third parties to support their emergency assistance program. Mr S has argued that his policy was therefore mis-sold on that basis, but I disagree. In addition to this being clear in the policy terms, I'm satisfied the policy was suitable for Mr S as it provided him cover for his treatment. I should say this was a non-advised sale in any event, which means it was Mr S's responsibility to ensure the policy was suitable, however, I'm persuaded it was because it provided him with cover when he needed it. I don't think, therefore, that Admiral mis-sold, or misrepresented the policy.

### **My final decision**

My final decision is that I uphold this complaint but make no further award beyond the £100 compensation recommended by our investigator. Admiral Insurance (Gibraltar) Limited must now pay Mr S £100 compensation for the distress and inconvenience it caused by not updating Mr S about his claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 14 June 2025.

Scott Slade  
**Ombudsman**